

<i>SERFF Tracking Number:</i>	<i>UTCX-125650404</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Utica Mutual Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR09771CGF01</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Printers Program</i>		
<i>Project Name/Number:</i>	<i>Printers Program/GL AR09771CGF01</i>		

Filing at a Glance

Companies: Utica Mutual Insurance Company, Graphic Arts Mutual Insurance Company
 Product Name: Printers Program SERFF Tr Num: UTCX-125650404 State: Arkansas
 TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: EFT \$50
 Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: GL AR09771CGF01 State Status: Fees verified and received
 Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
 Author: SPI UticaNational Disposition Date: 05/28/2008
 Date Submitted: 05/16/2008 Disposition Status: Approved
 Effective Date Requested (New): 11/01/2008 Effective Date (New):
 Effective Date Requested (Renewal): Effective Date (Renewal):
 State Filing Description:

General Information

Project Name: Printers Program	Status of Filing in Domicile: Pending
Project Number: GL AR09771CGF01	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 05/28/2008	
State Status Changed: 05/28/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

Our companies would like to make a revision to our Limited Recall and Rework Expense Coverage form. This form reimburses the insured for reasonable and necessary expenses they incur to withdraw, inspect or correct known or suspected mistakes connected with their products or work. This form was revised to clarify the rework expenses covered.

With this filing we would also like to introduce our Limited Correction of Work Coverage. This form provides liability coverage for costs or damages for the correction, repair, or replacement of the insured's work or products incurred by a

<i>SERFF Tracking Number:</i>	<i>UTCX-125650404</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Utica Mutual Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GLAR09771CGF01</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Printers Program</i>		
<i>Project Name/Number:</i>	<i>Printers Program/GLAR09771CGF01</i>		

third party as part of their loss. Coverage is provided by suspending the Costs To Correct Exclusion (exclusion e.) in the Graphic Arts Errors and Omissions Coverage Form thereby providing coverage up to the selected Limits of Insurance shown in the Schedule.

Also included in this filing is our Policyholders Notice, which notifies Graphic Arts insureds of relevant changes to the Graphic Arts Rework Coverage endorsement, along with our corresponding rules.

Company and Contact

Filing Contact Information

Julie Garrabrant, Senior State Filings Coordinator	julie.garrabrant@uticanational.com
180 Genesee Street	(315) 734-2000 [Phone]
New Hartford, NY 13413	(315) 734-2252[FAX]

Filing Company Information

Utica Mutual Insurance Company	CoCode: 25976	State of Domicile: New York
180 Genesee Street	Group Code: 201	Company Type:
New Hartford, NY 13413	Group Name: Utica National Insurance Group	State ID Number:
(315) 734-2000 ext. [Phone]	FEIN Number: 15-0476880	

Graphic Arts Mutual Insurance Company	CoCode: 25984	State of Domicile: New York
180 Genesee Street	Group Code: 201	Company Type:
New Hartford, NY 13413	Group Name: Utica National Insurance Group	State ID Number:
(315) 734-2000 ext. [Phone]	FEIN Number: 13-5274760	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

SERFF Tracking Number: UTCX-125650404 *State:* Arkansas
First Filing Company: Utica Mutual Insurance Company, ... *State Tracking Number:* EFT \$50
Company Tracking Number: GL AR09771CGF01
TOI: 17.2 Other Liability - Occurrence Only *Sub-TOI:* 17.2001 Commercial General Liability
Product Name: Printers Program
Project Name/Number: Printers Program/GL AR09771CGF01

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Utica Mutual Insurance Company	\$50.00	05/16/2008	20368649

<i>SERFF Tracking Number:</i>	<i>UTCX-125650404</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Utica Mutual Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR09771CGF01</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Printers Program</i>		
<i>Project Name/Number:</i>	<i>Printers Program/GL AR09771CGF01</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	05/28/2008	05/28/2008

SERFF Tracking Number:	UTCX-125650404	State:	Arkansas
First Filing Company:	Utica Mutual Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	GL AR09771CGF01		
TOI:	17.2 Other Liability - Occurrence Only	Sub-TOI:	17.2001 Commercial General Liability
Product Name:	Printers Program		
Project Name/Number:	Printers Program/GL AR09771CGF01		

Disposition

Disposition Date: 05/28/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number:	UTCX-125650404	State:	Arkansas
First Filing Company:	Utica Mutual Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	GLAR09771CGF01		
TOI:	17.2 Other Liability - Occurrence Only	Sub-TOI:	17.2001 Commercial General Liability
Product Name:	Printers Program		
Project Name/Number:	Printers Program/GLAR09771CGF01		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Limited Recall and Rework Expense Coverage	Approved	Yes
Form	Limited Correction of Work Coverage	Approved	Yes
Form	Policyholders Notice - Changes To The Graphic Arts Rework Coverage Endorsement	Approved	Yes

SERFF Tracking Number: UTCX-125650404 State: Arkansas

First Filing Company: Utica Mutual Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: GLAR09771CGF01

TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability

Product Name: Printers Program

Project Name/Number: Printers Program/GLAR09771CGF01

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Limited Recall and Rework Expense Coverage	8-E-3624	Ed. 5-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 8-E-3624 Ed. 4-2007 Previous Filing #:	0.00	8-E-3624.PDF
Approved	Limited Correction of Work Coverage	8-E-3646	Ed. 5-2008	Endorsement/Amendment/Conditions		0.00	8-E-3646.PDF
Approved	Policyholders Notice - Changes To The Graphic Arts Rework Coverage Endorsement	8-L-2191	Ed. 5-2008	Endorsement/Amendment/Conditions		0.00	8-L-2191.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED RECALL AND REWORK EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

SCHEDULE*

Rework Incident Limit	\$10,000
Aggregate Limit	\$50,000

* (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

THIS ENDORSEMENT ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED REWORK INCIDENT. THIS ENDORSEMENT DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Only with respect to the coverage provided by this endorsement, the **GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM** is amended as follows:

A. The following supplemental coverage is added:

1. Insuring Agreement

Rework Coverage

- a.** We will reimburse you for "rework expenses" because of a "rework incident" to which this insurance applies. The amount of such reimbursement is limited as described in Section III - Limits Of Insurance. No other obligation or liability to pay sums or perform acts or services is covered.
- b.** This insurance applies to a "rework incident" only if it is initiated during the policy period and provided that any mistakes are found:
 - (1)** After such products or work are away from the premises you own or rent and are not under your physical control; and

(2) Before any damages occur in connection therewith.

c. We will reimburse "rework expenses" only if:

(1) The expenses are incurred within one year of the date the "rework incident" was initiated; and

(2) The expenses are reported to us within one year of the date the expenses were incurred.

d. The initiation of a "rework incident" will be deemed to have been made at the time you first made your decision to conduct or participate in a "rework incident". This applies regardless of whether the determination to conduct a "rework incident" is made by you or is requested by a third party.

e. "Rework expenses" incurred to withdraw "your product" which contain the same or substantially similar defects will be deemed to have arisen out of the same "rework incident".

2. Exclusions

In addition to the exclusions in the Graphic Arts Errors And Omissions Liability Coverage Form, the following exclusions also apply:

This insurance does not apply to:

a. **Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark**

Any "rework incident" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

b. **Deterioration, Decomposition Or Chemical Transformation**

Any "rework incident" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:

- (1) An error in manufacturing, design, or processing; or
- (2) Transportation of "your product".

c. **Goodwill, Market Share, Revenue, Profit Or Redesign**

Your expected "profit" for "graphic arts services" performed to correct errors or the costs of retaining or regaining goodwill, market share, revenue or "profit".

d. **Known Defect**

A "rework incident", initiated because of a defect in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.

e. **Governmental Ban**

A recall when "your product" or a component contained within "your product" has been:

- (1) Banned from the market by an authorized government entity prior to the policy period; or
- (2) Distributed or sold by you subsequent to any governmental ban.

B. The **Limits Of Insurance** Section is replaced by the following:

LIMITS OF INSURANCE

1. The most we will pay for any one "rework incident" is \$10,000.

The Rework Incident Limit is the most we will pay for all "rework expenses" from any one "rework incident".

The most we will pay for the sum of all "rework incidents" is \$50,000 for each annual policy period.

The Rework Incident Limit and Aggregate Limit and the rules below determine the most we will pay regardless of the number of:

- a. Insureds;
- b. "Rework incidents" initiated;
- c. "Your products" withdrawn; or
- d. Times "your work" must be corrected.

2. The Aggregate Limit is the most we will reimburse you for the sum of all "rework expenses" incurred for all "rework incidents" initiated during the policy period. The Aggregate Limit for this Rework Coverage applies separately to each consecutive annual policy period and to any remaining policy period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional policy period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance.

C. The following conditions are added to **Graphic Arts Errors And Omissions Liability Conditions**:

1. **Duties In The Event Of A Rework incident**

a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened defect in "your product", or any governmental investigation, that may result in a "rework incident". To the extent possible, notice should include:

- (1) How, when and where the defect was discovered;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

- b. If a "rework incident" is initiated, you must:

- (1) Immediately record the specifics of the "rework incident" and the date it was initiated; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "rework incident" as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "rework incident". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "rework expenses".
- d. You and any other involved insured must:
- (1) Immediately send us copies of pertinent correspondence received in connection with the "rework incident";
 - (2) Authorize us to obtain records and other information; and
 - (3) Cooperate with us in our investigation of the "rework incident".

2. Concealment Or Fraud

We will not provide coverage under this endorsement to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or
2. Intentionally concealed or misrepresented a material fact concerning a "rework incident" or "rework expenses" incurred by you under Section I of this endorsement.

D. The following definitions are added to the Definitions Section:

1. "Profit" means the positive gain from business operation after subtracting for all expenses.

2. "Rework expenses" means those reasonable and necessary extra expenses you incur for the withdrawal, inspection or correction of mistakes connected with "your products" or "your work" including costs of:

- a. Notification;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Salary or overtime paid to your regular non-salaried employees and costs incurred by those employees, including costs of transportation and accommodations;
- d. Printing or printing materials;
- e. Computer time;
- f. Hiring independent contractors and other temporary employees to provide "graphic arts services";
- g. Transportation, shipping or packaging;
- h. Warehouse or storage space; or
- i. Proper disposal of "your product", or products that contain "your product", that can not be reused, not exceeding your purchase price or your cost to produce the products.

"Rework expenses" shall not include any:

- (1) Costs or expenses to defend or investigate a claim or "suit" against you for liability arising out of a "rework incident"; or
 - (2) Compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.
3. "Rework incident" means your determination to incur "rework expenses" because of known or suspected defects, deficiencies, or inadequacies with "your product" or "your work".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED CORRECTION OF WORK COVERAGE

This endorsement modifies insurance provided under the following:

GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

SCHEDULE*

Each Loss Limit	\$
Aggregate Limit	\$

* (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following changes apply to Paragraph 2. Exclusions of Section I - Graphic Arts Errors And Omissions Liability Coverage:

1. Only to the extent of the coverage provided by this endorsement, exclusion **e.** does not apply.
2. The following exclusion is added:
This insurance does not apply to:
Goodwill, Market Share, Revenue, Profit Or Redesign
Your expected "profit" for "graphic arts services" performed to correct errors or the costs of retaining or regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

B. This coverage is subject to the Deductible Amount shown in the Declarations.

C. SECTION III - LIMITS OF INSURANCE is replaced by the following:

LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
2. The Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all costs or damages incurred for the correction, repair, or replacement of "your product" or "your work" covered by this endorsement during the policy period.
 3. Subject to 2. above, the Each Loss Limit shown in the Schedule above is the most we will pay for all costs or damages incurred for the correction, repair, or replacement of "your product" or "your work" because of "loss" from any one "wrongful act" or all "interrelated wrongful acts" of one or more insureds. Only one Deductible will be applied to all such costs or damages.
 4. The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- 5. a. Our obligation to pay costs or damages for the correction, repair, or replacement of "your product" or "your work" applies only to the amount of costs or damages in excess of the Deductible stated in the Declarations.
 - b. The Limit of Insurance for Each Loss applies in excess of the Deductible stated in the Declarations and shall not be reduced by application of the Deductible.
 - c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties in the event of "wrongful act", claim, or "suit";apply regardless of the application of the Deductible.
 - d. We may pay any part or all of the Deductible to effect settlement of any claim or "suit". Upon notification of the action taken you shall promptly reimburse us for such part of the Deductible paid by us.
- D. The following is added to the **Definitions** Section:
- "Profit" means the positive gain from business operation after subtracting for all expenses.

POLICYHOLDERS NOTICE

THIS POLICYHOLDERS NOTICE PROVIDES A SUMMARY OF RECENT COVERAGE CHANGES THAT APPLY TO YOUR POLICY. THIS NOTICE PROVIDES NO COVERAGE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. FOR COMPLETE INFORMATION ON YOUR COVERAGES, READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

THIS NOTICE HIGHLIGHTS THE SIGNIFICANT CHANGES IN COVERAGE BUT DOES NOT REFERENCE EVERY EDITORIAL CHANGE MADE IN THE FORMS AND NOT ALL COVERAGE FORMS MAY BE INCLUDED IN YOUR POLICY.

PLEASE READ THIS NOTICE CAREFULLY.

Clarification of Coverage

If your policy includes the Graphic Arts Rework Expense Coverage Endorsement 8-E-3624 Ed. 04-2007

- This endorsement has been replaced with **8-E-3624 Ed. 05-2008** and re-titled as the Limited Recall And Rework Expense Coverage endorsement to better reflect the coverage provided.
- The definition of rework expenses was editorially revised to clarify the covered expenses.

Please consult with your agent or broker if you have any questions.



Utica National Insurance Group

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

<i>SERFF Tracking Number:</i>	<i>UTCX-125650404</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Utica Mutual Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR09771CGF01</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Printers Program</i>		
<i>Project Name/Number:</i>	<i>Printers Program/GL AR09771CGF01</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	UTCX-125650404	State:	Arkansas
First Filing Company:	Utica Mutual Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	GL AR09771CGF01		
TOI:	17.2 Other Liability - Occurrence Only	Sub-TOI:	17.2001 Commercial General Liability
Product Name:	Printers Program		
Project Name/Number:	Printers Program/GL AR09771CGF01		

Supporting Document Schedules

		Review Status:	
Bypassed -Name:	Uniform Transmittal Document- Property & Casualty	Approved	05/28/2008
Bypass Reason:	Information generates through new version of SERFF.		
Comments:			